

# **EXHIBIT 54**

## REDEMPTION AND AMENDMENT NO. 2 AGREEMENT

This Redemption and Amendment No. 2 Agreement (this “**Agreement**”), is entered into by the undersigned on March 27, 2025 (the “**Effective Date**”). Capitalized terms used herein and not otherwise defined shall have the meanings for such terms set forth in the LLC Agreement (as defined below).

### RECITALS

WHEREAS, CDMCFAD, LLC, a Delaware limited liability company (the “**Company**”) is currently governed by that certain Limited Liability Company Agreement of the Company, dated as of December 18, 2024 (as heretofore amended, the “**LLC Agreement**”); and

WHEREAS, in accordance with the terms of the LLC Agreement, Manager desires to: (i) redeem the entire limited liability company interest in the Company currently held by Charitable DAF HoldCo, Ltd. (the “**Redeemed Member**”) effective as of the Effective Date for \$1,637,192 (the “**Redemption Price**”), such amount being the Fair Market Value for the Redeemed Member’s Interest as determined by the Manager, and (ii) amend Schedule A to the LLC Agreement as set forth in Exhibit A hereto to reflect the foregoing, as of the Effective Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### AGREEMENTS

**I.     Redemption.** The Manager hereby approves and as of the Effective Date, the Redeemed Member’s entire Interest in the Company is hereby redeemed by the Company for the payment of the Redemption Price. As of the redemption contemplated by this Section I, the Redeemed Member shall cease to be a member of the Company and shall thereupon cease to have any rights or obligations as a member of the Company under the LLC Agreement, the Act or otherwise.

**II.    Amendments.**

A.     Schedule A of the LLC Agreement is hereby amended and restated in its entirety and replaced with Exhibit A attached hereto.

**III.    Miscellaneous.**

A.     Agreement in Effect. Except as otherwise hereby amended, the LLC Agreement shall remain in full force and effect.

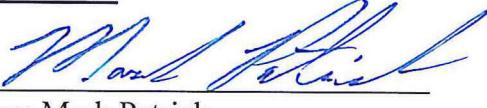
B.     Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws.

C. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the parties to this Agreement and their successors and assigns.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Manager executed this Agreement as of the day and date first above written.

**MANAGER:**

A handwritten signature in blue ink, appearing to read "Mark Patrick".

Name: Mark Patrick

**EXHIBIT A**

**LIMITED LIABILITY COMPANY AGREEMENT**

**SCHEDULE A**

**MEMBER INFORMATION**

**Revised: March 27, 2025**

Name and Contact Information	Allocation Percentage
DFW Charitable Foundation Floor 4, Willow House, Cricket Square Grand Cayman KY1-9010 Cayman Islands Attention: Mark Patrick	100%